

WARRANTY DEED

STATE OF MISSISSIPPI
DeSoto COUNTY

THIS INDENTURE, made and entered into this 23rd day of December, 2009, by and between CHAMBERLAIN AND McCREERY, INC., a corporation organized and existing under and by virtue of the laws of the State of Tennessee, party of the first part, and WEST TN LAND COMPANY GP, a Tennessee General Partnership, party of the second part.

WITNESSETH: That for and in consideration hereinafter expressed that said party of the first part has bargained and sold and does hereby bargain, seel, convey and warrant unto the said party of the second part the following described real estate, situated and being in the City of Southaven, County of DeSoto, State of Tennessee, to wit:

PARCEL I:

Lot(s) 97,100,104,110,124,125,126,130,132,142,143,146,147,152,156,158,160 and 164, Section C, CHATEAU POINTE SUBDIVISION, situated in Section 18, Township 2 South, Range 7 West, City of Southaven, DeSoto County, Mississippi as per plat recorded in Plat Book 93, Pages 47 and 48, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, reference to which plat is hereby made for a more particular description of said property.

Being part of the same property conveyed to the grantor herein by warranty deed of record in Book 554, Page 317, in said Chancery Court Clerk's Office.

TAX PARCEL NOS:

2.37.4.18.15.0.00097,00100,00104,00110,00124,00125,00126,00130,00132,00142,00143,00146,00147,00152,00156,00158,00160 & 00164

PARCEL II:

Lots 1,2,5,10,12,13,15,16,17,19 and 51, Phase 1, CHERRY TREE PARK SOUTH SUBDIVISION, situated in Section 16, Township 2 South, Range 7 West, City of Southaven, DeSoto County, Mississippi as per plat recorded in Plat Book 97, Page 18, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, reference to which plat is hereby made for a more particular description of said property.

Being part of the same property conveyed to the grantor herein by warranty deeds of record in Book 530, Page 283 and Book 533, Page 364, in said Chancery Court Clerk's Office.

TAX PARCEL NOS:

2.07.5.1607.0.00001,00002,00005,00010,00012,00013,00015,00016,00017,00019 & 00051

SEE 2ND PAGE FOR CONTINUATION OF LEGAL DESCRIPTION

GRANTOR'S ADDRESS: CHAMBERLAIN AND McCREERY, INC.
8195 New Dexter Road, Ste. 110
Cordova, TN 38016
901-794-2156/NA

PROPERTY ADDRESSES:
Various Lots in
DeSoto County, MS

GRANTEE'S NAME: WEST TN LAND COMPANY GP, a Tennessee General Partnership
GRANTEE'S MAILING ADDRESS: 8195 New Dexter Road, Ste. 110
Cordova, TN 38016
PHONE NUMBER: 901-794-2156/NA

MAIL TAX BILLS TO:
WEST TN LAND COMPANY GP
8195 New Dexter Road, Ste. 110
Cordova, TN 38016

THIS INSTRUMENT PREPARED BY AND RETURN TO: Jd
J. MICHAEL MURPHY, ATTORNEY
6389 Quail Hollow Road, Suite 102
Memphis, TN 38120
901-761-2850 MD&W File #: 091037

(SEE ATTACHED FOR CONTINUATION)

PARCEL III:

Lots 12,13,16,17,19,21,66,67,68,69,104,105 and 108, Phase 1A, WILLIAMS BROOKE SUBDIVISION, situated in Section 24, Township 3 South, Range 8 West, City of Hernando, DeSoto County, Mississippi as per plat recorded in Plat Book 96, Pages 49 and 50, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, reference to which plat is hereby made for a more particular description of said property.

Being part of the same property conveyed to the grantor herein by warranty deed of record in Book 523, Page 159, as rerecorded in Book 595, Page 143 and quit claim deed of record in Book 538, Page 399, in said Chancery Court Clerk's Office.

TAX PARCEL NOS:

3.08.6.24.06.0.00012,013,016,017,019,021,066,067,068,069,104,105 & 108

PARCEL IV:

Lots 64,65,72,74 and 76, Phase 1B, WILLIAMS BROOKE SUBDIVISION, situated in Section 24, Township 3 South, Range 8 West, City of Hernando, DeSoto County, Mississippi as per plat recorded in Plat Book 97, Pages 1 and 2, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, reference to which plat is hereby made for a more particular description of said property.

Being part of the same property conveyed to the grantor herein by warranty deed of record in Book 523, Page 159, as rerecorded in Book 595, Page 143 and quit claim deed of record in Book 538, Page 399, in said Chancery Court Clerk's Office.

TAX PARCEL NOS: 3.08.6.24.07.0.00064,65,72,74 and 76

This instrument was prepared without the benefit of a title search at the request of the parties herein.

TO HAVE AND HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he is lawfully seized in fee of the aforescribed real estate; that he has a good right to sell and convey the same; that the same is unencumbered, and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

IN CONSIDERATION for this conveyance is as follows: TEN DOLLARS (\$10.00) cash in hand and other good and valuable considerations, receipt of which is hereby acknowledged.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, the pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

CHAMBERLAIN AND McCREERY, INC

BY: 

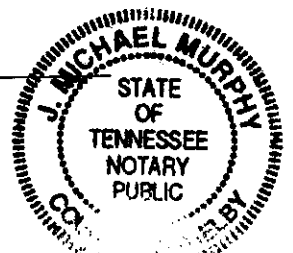
PHILIP C. CHAMBERLAIN, II,
Vice-President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared PHILIP C. CHAMBERLAIN, II with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice-President (or other officer authorized to execute the instrument) of CHAMBERLAIN AND McCREERY, INC. the within named bargainor, a corporation, and that he as such Vice-President, signed and delivered as his voluntary act and deed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as Vice-President.

WITNESS my hand and Official Seal at office this 23rd day of December, 2009.


NOTARY PUBLIC



My Commission Expires: January 10, 2012.

My Commission Expires
1-10-12